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8 **Life Insurance Company**

JS-6

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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12

13 STATE FARM LIFE INSURANCE
14 COMPANY,

15 Plaintiff,

16 vs.

17 MARIA DOLORES AGUIRRE; MARIA
18 MERCEDES AGUIRRE; KRISTINA
19 MARIA AGUIRRE; THOMAS A.
20 AGUIRRE II; and PATRICIA RAE
21 GUGLIELMO, Individually and as
22 Custodian for S.M.A. (a minor),

23 Defendants.

Case No. CV13-9289 FMO (JCx)

**STIPULATED JUDGMENT IN
INTERPLEADER AND ORDER
RE DISMISSAL AND
DISTRIBUTION OF PROCEEDS**

24 Having reviewed the parties' Stipulation and Order for Entry of Judgment in
25 Interpleader, Dismissal and Distribution of Proceeds, and it appearing that plaintiff State
26 Farm Life Insurance Company ("State Farm") has brought this action in interpleader,
27 that this Court has jurisdiction of the parties and of the subject herein, and that good
28 cause appears therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. State Farm properly filed its Complaint in Interpleader herein, and that this is a proper cause for interpleader.

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- 1 2. By reason of the death of Thomas A. Aguirre (the "Decedent") on or about
2 September 22, 2013, the total sum of \$652,383.00 (the "Proceeds") became
3 due and payable under State Farm's life insurance policy number LF-1893-
4 2852 (the "Policy").
- 5 3. When issued, the Policy named defendant Maria Dolores Aguirre as the
6 primary beneficiary. On or about August 30, 2011, however, the Decedent
7 signed a "Change of Beneficiary" form in which he purportedly revoked all
8 prior beneficiary designations for the Policy, named defendant Maria
9 Mercedes Aguirre, defendant Kristina Maria Aguirre, defendant Thomas A.
10 Aguirre II, defendant Patricia Rae Guglielmo and S.M.A. (a minor) as primary
11 beneficiaries, and directed that each of those primary beneficiaries receive
12 20% of any proceeds that may become payable under the Policy. On or
13 about January 31, 2013, the Decedent signed another "Change of
14 Beneficiary" form in which he purportedly revoked all prior beneficiary
15 designations for the Policy, named defendant Maria Mercedes Aguirre,
16 defendant Kristina Maria Aguirre, defendant Thomas A. Aguirre II and
17 defendant Patricia Rae Guglielmo as primary beneficiaries, and directed that
18 each of those primary beneficiaries receive 20% of any proceeds that may
19 become payable under the Policy. That "Change of Beneficiary" form also
20 named defendant Patricia Rae Guglielmo as custodian for S.M.A. (a minor)
21 under the California Uniform Transfer to Minors Act and directed that the
22 remaining 20% of any proceeds that may become payable under the Policy
23 be paid to defendant Patricia Rae Guglielmo in that capacity.
- 24 4. Defendant Patricia Rae Guglielmo has declined to act as the custodian for
25 S.M.A. and therefore is, within the meaning of California Probate Code
26 Section 3918(d), ineligible to act in that capacity. Neither the Decedent nor
27 defendant Patricia Rae Guglielmo designated a successor custodian.

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- 1 5. S.M.A. has attained the age of 14 years and, pursuant to California Probate
2 Code Section 3918(d), has designated defendant Maria Dolores Aguirre as
3 her successor custodian in the manner prescribed by California Probate Code
4 Section 3918(b).
- 5 6. Defendant Maria Dolores Aguirre makes no claim to the Proceeds in her
6 individual capacity and, by entering this Stipulation, formally waives any and
7 all interest she has or may have to the Proceeds in her individual capacity,
8 whether based on her alleged status as a person named in the Policy as a
9 beneficiary, her alleged community property interest in the Policy and/or the
10 Proceeds, or any other alleged factual or legal circumstance.
- 11 7. Defendant Maria Dolores Aguirre is willing to serve and hereby is appointed
12 as S.M.A.'s successor custodian, within the meaning of California Probate
13 Code Section 3918(b).
- 14 8. Having deposited the sum of \$655,861.47 (representing the Proceeds plus
15 interest) with the Clerk of this Court on or about December 18, 2013, State
16 Farm and its agents be and hereby are released, discharged and acquitted of
17 and from any liability of any kind or nature whatsoever under the Policy;
- 18 9. State Farm be and hereby is awarded the sum of \$7,361.47 for the attorneys'
19 fees and costs it incurred in connection with this action, and the Clerk of the
20 Court be and hereby is directed to pay that sum to State Farm, from and out
21 of the funds deposited herein, by check made payable to "State Farm Life
22 Insurance Company" and delivered via first class mail to its attorneys of
23 record at the following address: Pohls & Associates, Att'n: Robert R. Pohls,
24 1550 Parkside Drive, Suite 260, Walnut Creek, California 94596.
- 25 10. The Clerk of the Court be and hereby is directed to pay the sum of
26 \$129,700.00 (plus 20 percent of any additional interest which may have
27 accrued while the Proceeds were on deposit in the Court's registry) to
28 defendant Maria Mercedes Aguirre, from and out of the funds deposited

1 herein, by check made payable to "Maria Mercedes Aguirre" and delivered via
2 first class mail to the attorneys for defendant Maria Mercedes Aguirre at the
3 following address: Roche & Holt, Att'n: Wilbank J. Roche, 520 S. Sepulveda
4 Blvd, Suite 310, Los Angeles, California 90049.

5 11. The Clerk of the Court be and hereby is directed to pay the sum of
6 \$129,700.00 (plus 20 percent of any additional interest which may have
7 accrued while the Proceeds were on deposit in the Court's registry) to
8 defendant Kristina Maria Aguirre, from and out of the funds deposited herein,
9 by check made payable to "Kristina Maria Aguirre" and delivered via first class
10 mail to the attorneys for defendant Kristina Maria Aguirre at the following
11 address: Roche & Holt, Att'n: Wilbank J. Roche, 520 S. Sepulveda Blvd,
12 Suite 310, Los Angeles, California 90049.

13 12. The Clerk of the Court be and hereby is directed to pay the sum of
14 \$129,700.00 (plus 20 percent of any additional interest which may have
15 accrued while the Proceeds were on deposit in the Court's registry) to
16 defendant Thomas A. Aguirre II, from and out of the funds deposited herein,
17 by check made payable to "Thomas A. Aguirre II" and delivered via first class
18 mail to the attorneys for defendant Thomas A. Aguirre II at the following
19 address: Roche & Holt, Att'n: Wilbank J. Roche, 520 S. Sepulveda Blvd,
20 Suite 310, Los Angeles, California 90049.

21 13. The Clerk of the Court be and hereby is directed to pay the sum of
22 \$129,700.00 (plus 20 percent of any additional interest which may have
23 accrued while the Proceeds were on deposit in the Court's registry) to
24 defendant Patricia Rae Guglielmo, from and out of the funds deposited
25 herein, by check made payable to "Prata & Daley LLP, Client Trust Account"
26 and delivered via first class mail to the attorneys for defendant Patricia Rae
27 Guglielmo at the following address: Prata & Daley LLP, Att'n: Robert J.
28 Prata, 515 South Figueroa Street, Suite 1515, Los Angeles, California 90071.

1 14. The Clerk of the Court be and hereby is directed to pay the sum of
2 \$129,700.00 (plus 20 percent of any additional interest which may have
3 accrued while the Proceeds were on deposit in the Court's registry) to
4 defendant Maria Dolores Aguirre as successor custodian for S.M.A. under the
5 California Uniform Transfer to Minors Act, from and out of the funds deposited
6 herein, by check made payable to "Maria Dolores Aguirre, CUTMA Custodian
7 f/b/o Sofia Marie Aguirre" and delivered via first class mail to the attorneys for
8 defendant Maria Dolores Aguirre at the following address: Roche & Holt,
9 Att'n: Wilbank J. Roche, 520 S. Sepulveda Blvd, Suite 310, Los Angeles,
10 California 90049.

11 15. Upon the entry of this Stipulated Judgment in Interpleader, and upon the
12 Court's payment of the sums described in paragraphs 9 through 14, above,
13 this matter will be concluded in its entirety, with each party bearing their own
14 attorneys' fees and costs not specifically awarded in this Stipulated Judgment
15 in Interpleader.

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18 DATED: March 25, 2014

_____/s/ Fernando M. Olquin_____.
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20 UNITED STATES DISTRICT JUDGE
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